



City of Long Beach  
City Purchasing Agent  
333 W. Ocean Blvd./Plaza Level  
Long Beach, CA 90802

READ PROVISIONS ON BACK  
BEFORE QUOTING

INVITATION TO BID  
(THIS IS NOT AN ORDER)

REQUEST NO.: ITLB03000041

PRINT DATE: 02/27/2003

PAGE: 01

BID MUST BE RECEIVED BY 03/12/03 TIME: 02:00 PM

VENDOR NO :  
VENDOR NAME:  
ADDRESS:

SUBMIT BID TO:  
LENORE BLUEFORD 570-5384  
CITY OF LONG BEACH  
333 W. OCEAN BLVD - PLAZA LEVEL  
LONG BEACH CA 90802

FOR INFO. CALL: LENORE BLUEFORD 570-5384  
(562)-570-6361 EXT-

DELIVERY: \_\_\_\_\_ DAYS ARO  
(DELIVERY IN CALENDAR DAYS)

SPEC CONTACT: JEFF BUYER 562-570-5815

F.O.B. POINT : \_\_\_\_\_  
PAYMENT TERMS: \_\_\_\_\_

NOTE: LONG BEACH, DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESSES ARE  
ENCOURAGED TO RESPOND TO THIS SOLICITATION

SCHEDULE (UNIT PRICES SHALL NOT INCLUDE FEDERAL, STATE, OR LOCAL TAXES)

ITEM NO.	QTY	U/M	COMMODITY DESCRIPTION	UNIT COST	EXTENSION	BRAND OR MFG. OFFERED
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001 1.00 LT

395-40

TERM ORDER FOR THE PERIOD COMMENCING 03/17/03 TO 03/17/04 FOR  
FURNISHING AND DELIVERING THE HR-1 FORM TO THE CITY OF LONG BEACH IN  
ACCORDANCE WITH DEPARTMENTAL NEEDS AND/OR FUND AVAILABILITY.

DELIVERY TO BE WITHIN 5-DAYS OF RECEIPT OF ORDER.

FORMS WILL BE STORED AT VENDOR LOCATION UNTIL DEPARTMENT REQUESTS  
PARTIAL SHIPMENT OF ADDITIONAL FORMS.

20,000 SETS HUMAN RESOURCES MANAGEMENT TRANSACTION (HR-1) FORMS

6-PART NCR CONTINUOUS PAPER FORM FOR USE ON AN IBM MODEL 4245-20 IMPACT  
PRINTER.

OVERALL SIZE IS 9-7/8" WIDE X 11" LONG, TRIMMED TO 8-1/2" WIDE X 11" LONG.

PAPER: FIRST PART: 15 LB WHITE CB NCR  
SECOND PART: 14 LB CANARY CFB NCR  
THIRD PART: 14 LB BLUE CFB NCR  
FOURTH PART: 14 LB PINK CFB NCR

CONTINUED, NEXT PAGE



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FIFTH PART: 14 LB GREEN CFB NCR  
SIXTH PART: 15 LB GOLDENROD CF NCR

COPY: 1/0 BLACK WITH SCREEN, SAME COPY ON ALL PARTS, ARTWORK/NEG TO  
BE FURNISHED BY CITY.

PERFORATIONS:

PINFEED PERFORATIONS ON BOTH SIDES. 3/4" SELVEDGE ON LEFT SIDE FROM  
GLUED. 5/8" SELVEDGE ON RIGHT SIDE WITH FIRM VERTICAL PERFORATION.  
(PERFS SHOULD TEAR OFF CLEANLY SO TRACKER HOLES ARE REMOVED AND FORMS  
FINISHED SIZE IS 8.5 X 11). IF THE PRODUCTION RUN IS UNACCEPTABLE  
TO THE CITY OF LONG BEACH FOR ANY REASON, THE REMAINING FORMS WILL BE  
RETURNED TO THE VENDOR AND THE VENDOR WILL REPLACE THE FORMS WITHIN  
FIVE BUSINESS DAYS. THIS TIME FRAME IS FIRM. ANY EMERGENCY EXCEPTIONS  
CAN ONLY BE GRANTED, IN WRITING, BY THE OPERATIONS CENTER OFFICER.

SHIPPING INSTRUCTIONS:

FORMS WILL BE STORED AND SHIPPED FROM THE VENDOR'S WAREHOUSE. CITY  
(OPERATIONS CENTER) PERSONNEL WILL REQUEST SHIPMENT AS NEEDED. FORMS  
WILL BE PACKAGED IN 10-1/2" X 11-1/2", 200 POUND TEST, C OR B/FLUTE  
CORRUGATED CARTONS WITH PARTIAL TELESCOPING LIDS THAT ARE Banded WITH  
PLASTIC STRAPPING TAPE. NO MORE THAN 500 SHEETS WILL BE PACKAGED IN  
EACH CARTON. FORMS WILL BE DELIVERED WITH 5 WORKING DAYS OF REQUEST.  
FORMS WILL NOT BE SHRINK WRAPPED WITHIN OR WITHOUT CARTONS. PALLETS  
MUST FIT UNDER 5'1" SHELVING CLEARANCE.

BILLING WILL CORRESPOND WITH SHIPMENTS (10 BOXES PER SHIPMENT-AVERAGE)

VENDOR CONTACT: \_\_\_\_\_ (MUST HAVE PERSON'S NAME)

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

THIS FORM WAS PREVIOUSLY BID ON ITLB03000026 AS A CONTINUOUS FORM WITH  
CARBON PAPER RATHER THAN NCR. SAMPLES OF THE FORM ARE AVAILABLE AT  
THE PURCHASING OFFICE IN CITY HALL  
333 W. OCEAN BLVD. PLAZA LEVEL  
LONG BEACH, CA 90802

\*\*\*\*\*  
\*\*\* GENERAL CONDITIONS \*\*\*  
\*\*\*\*\*  
ITEM 3 "AWARD" LINE (D) OF "INSTRUCTIONS AND CONDITIONS" GRANTING  
LONG BEACH BIDDERS A 1% PREFERENCE IS HEREBY DELETED IN ITS ENTIRETY.  
\*\*\*\*\*  
CONTINUED, NEXT PAGE



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PAGE: 03

BUSINESS LICENSE REQUIREMENTS:

IN ACCORDANCE WITH MUNICIPAL CODE (SECTION 3.80.210) A BUSINESS LICENSE IS REQUIRED UNDER THE FOLLOWING CONDITIONS:

- A) IF YOU ARE PROVIDING A SERVICE IN LONG BEACH;
- B) IF YOU ARE PROVIDING AND DELIVERING A PRODUCT IN LONG BEACH.  
(IF A THIRD PARTY DELIVERS THE PRODUCT, A BUSINESS LICENSE IS NOT REQUIRED.)

FOR MORE INFORMATION, CONTACT THE BUSINESS LICENSE SECTION AT 562-570-6211.

\*\* LONG BEACH BUSINESS LICENSE NUMBER:  
(REQUIRED UPON NOTIFICATION OF AWARD)

\*\*\*\*\*  
INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID,  
WOULD YOU SUPPLY THE SAME ITEMS? YES ( ) NO ( )

(IF YES, ANY AGENCY ELECTING TO PARTICIPATE IN THIS BID WILL ORDER ITS OWN REQUIREMENTS WITHOUT REGARD TO THE CITY OF LONG BEACH. THE CITY OF LONG BEACH ASSUMES NO LIABILITY OR PAYMENT GUARANTEE ON ANY UNITS SOLD TO PARTICIPATING AGENCIES.)

\*\*\*\*\*  
AMERICANS WITH DISABILITIES ACT:

CONTRACTOR SHALL HAVE AND BE ALLOCATED THE SOLE RESPONSIBILITY TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 ("ADA") WITH RESPECT TO PERFORMANCE HEREUNDER AND CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICIALS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF FAILURE TO COMPLY WITH OR VIOLATION OF THE ADA AS SAID CLAIM RELATES TO THIS CONTRACT.

\*\*\*\*\*  
AWARD INFORMATION:

CITY'S PURCHASES OF GOODS AND SERVICES ARE BASED ON THE CITY'S ACTUAL NEEDS AND REQUIREMENTS. THE CITY IS OBLIGATED UNDER THIS CONTRACT/ PURCHASE ORDER TO PURCHASE AND PAY FOR ONLY THOSE GOODS AND SERVICES THAT THE CITY NEEDS AND REQUIRES, AND THAT THE CITY ACTUALLY ORDERS AND RECEIVES. ANY DOLLAR AMOUNT IDENTIFIED AS A "NOT TO EXCEED" AMOUNT IN ANY CITY DOCUMENT IS NOT A GUARANTEED PAYMENT AMOUNT TO ANY VENDOR OR SERVICE PROVIDER. FURTHERMORE, THE CITY MAY DETERMINE THAT ITS NEEDS AND REQUIREMENTS MAY BE MET BY CITY LABOR OR BY A SECOND VENDOR OR SERVICE PROVIDER, EVEN AFTER AN AWARD IS MADE TO ONE VENDOR OR SERVICE PROVIDER. AN AWARD IS NOT A PROMISE OR GUARANTEE OF EXCLUSIVITY.

\*\*\*\*\*  
BASIS OF AWARD OF CONTRACT: WITHOUT LIMITING THE POWER AND AUTHORITY WITH WHICH IT IS VESTED, THE CITY SHALL BE THE SOLE AUTHORITY IN DETERMINING THE LOWEST RESPONSIBLE BIDDER, TAKING INTO CONSIDERATION THE BIDDER'S EXPERIENCE, REFERENCES, EQUIPMENT, FACILITY, OPERATIONS, CONTINUED, NEXT PAGE



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PAGE: 04

QUALITY, FITNESS, CAPACITY AND ADAPTABILITY IN RESPECT TO THE REQUIREMENTS OF THE SPECIFICATIONS FOR THE SERVICES PROPOSED. BID COMPLETENESS, CLARITY, ACCURACY, AND COMPLIANCE WITH CITY REQUIREMENTS SHALL ALSO BE DETERMINING FACTORS OF AWARD.

\*\*\*\*\*  
DISCOUNTS:

DISCOUNTS OFFERED FOR PAYMENT WITHIN 14 DAYS OR LESS WILL NOT BE CONSIDERED WHEN EVALUATING BIDS. THE BIDDER OFFERS AND AGREES TO FURNISH THE ABOVE ARTICLES AND/OR SERVICES, AT THE PRICES AND TERMS STATED SUBJECT TO THE INSTRUCTIONS AND CONDITIONS ON THE REVERSE SIDE HEREOF. THIS OFFER SHALL BECOME A BINDING CONTRACT ON ACCEPTANCE BY THE CITY PURCHASING AGENT.

UNIT PRICE INCREASES WILL NOT BE ALLOWED DURING ANY TWELVE (12) MONTH CONTRACT PERIOD. DISCOUNTS ALLOWED, IF ANY, OFF MANUFACTURER'S CATALOGS AND/OR PRICE LISTS SHALL NOT BE DECREASED BUT MAY BE INCREASED FOR THE DURATION OF THE CONTRACT.

\*\*\*\*\*  
STATUS OF OWNERSHIP:

TO ASSIST THE PURCHASING DIVISION IN OBTAINING RECORDS OF THE CITY'S OUTREACH TO MINORITY-OWNED OR WOMAN-OWNED BUSINESS ENTERPRISES (MBE/WBE), BIDDER SHALL COMPLETE THE FOLLOWING (ANSWERS ARE OPTIONAL, AND FAILURE TO ANSWER WILL NOT DISQUALIFY BID):  
COMPOSITION OF OWNERSHIP (MORE THAN 51%):

ETHNIC FACTORS OF OWNERSHIP:

BLACK ( ) AMERICAN INDIAN ( )  
HISPANIC ( ) OTHER NON-WHITE ( )  
ASIAN ( ) CAUCASIAN ( )

NON-ETHNIC FACTORS OF OWNERSHIP:

MALE ( ) FEMALE ( )

HAS FIRM PREVIOUSLY BEEN CERTIFIED AS A MBE/WBE BY ANY OTHER AGENCY:

YES ( ) NO ( )

IF YES, NAME OF CERTIFYING AGENCY:

\*\*\*\*\*  
MBE/WBE SUBCONTRACTORS (COMPLETE ONLY IF SUBCONTRACTORS WILL BE USED):  
THE FOLLOWING MINORITY- OR WOMAN-OWNED SUBCONTRACTORS ARE TO BE UTILIZED TO PROVIDE EQUIPMENT, MATERIAL, SUPPLIES AND/OR SERVICES FOR THIS BID REQUIREMENT:

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

COMMODITY/SERVICE PROVIDED: \_\_\_\_\_

CIRCLE APPROPRIATE DESIGNATION: MBE WBE

COMPOSITION OF OWNERSHIP (MORE THAN 51%):

CONTINUED, NEXT PAGE



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ETHNIC FACTORS OF OWNERSHIP:

BLACK ( ) AMERICAN INDIAN ( )  
HISPANIC ( ) OTHER NON-WHITE ( )  
ASIAN ( ) CAUCASIAN ( )

NON-ETHNIC FACTORS OF OWNERSHIP:

MALE ( ) FEMALE ( )

DOLLAR VALUE (OR ESTIMATE) OF SUBCONTRACTOR PARTICIPATION: \$

\*\*\*\*\*

BID RECEIPT: PLEASE INDICATE BELOW HOW YOU OBTAINED INFORMATION ON  
THIS BID:

RECEIVED BID NOTICE IN MAIL.....

DOWNLOADED FROM THE INTERNET.....

WAS INFORMED BY DIVERSITY OUTREACH OFFICER.....

OBTAINED INFO FROM PURCHASING HOTLINE.....

OBTAINED INFO FROM A CITY NETWORKING SESSION.....

OBTAINED BID FROM PURCHASING COUNTER.....

\*\*\*\*\*

SIGNATURE OF OWNER OR OFFICER: \_\_\_\_\_

PRINT NAME AND TITLE OF SIGNER: \_\_\_\_\_

DATE: \_\_\_\_\_ FED TAX ID OR SSN: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

\*\*\*\*\* LAST PAGE \*\*\*\*\*

The bidder shall comply with the following instructions and conditions:

## INSTRUCTIONS AND CONDITIONS

### 1. BID PREPARATION AND INSTRUCTIONS

- (a) All prices and notations must be typewritten or written in ink. Any change, alteration or correction in the bid must be initialed in ink by the person signing the bid.
- (b) Bidder shall state brand name or make of each item if not bidding on item as described, and the manufacturer's name and catalog number. Bidder shall also attach specifications and furnish other data to establish the suitability of the substituted item.
- (c) Bidder shall quote separately on each item and prices should be stated and the units specified.
- (d) All bids must be signed by owner or by an officer of the company.
- (e) Bidder shall quote the lowest price and best delivery date.
- (f) Bidder shall make delivery to required locations and City will not pay any extra charge for transportation, containers, packaging, etc.

### 2. SUBMISSION OF BIDS

- (a) Each bid must be submitted in a separate sealed envelope with bid number on outside and must be delivered to the office of the City Purchasing Agent by 2:00 p.m. on the date specified. A gummed sticker or special envelope is provided for bidder's use.
- (b) Bidder will not be permitted to make changes, corrections or alterations in the bid after the bid is opened and may only withdraw the bid for legal cause.
- (c) A failure to respond to requests for bids without reason may constitute cause to remove bidder's name from City's bid list.

### 3. AWARD

- (a) Discounts offered for payment within 14 days or less will not be considered when evaluating bids.
- (b) Unless the bidder specified in the bid that the bid is on an "all or none basis," the City shall have the right to accept any item or group of items of any bid.
- (c) Bids may be accepted at any time within 90 days after the opening, unless otherwise stipulated.
- (d) Under City Charter, Long Beach bidders are granted a 1% preference in lieu of Sales Tax loss when evaluating bids for materials, equipment and supplies.
- (e) A Purchase Order mailed or otherwise furnished to the successful bidder is a binding contract without further action by either party.
- (f) It is the responsibility of the bidder to become familiar with all terms and conditions of the City prior to submitting a bid.

### 4. DELIVERY

Time of delivery is a part of the consideration and must be stated in definite terms. Time is of the essence.

### 5. TAXES

- (a) The City is exempt from payment of Federal Excise Tax under certificate No. 95-730502K; number will be shown on all orders and an exemption certificate will be issued on request.
- (b) Unless otherwise indicated by bidder, prices quoted shall be deemed to exclude Sales or Use Taxes.

### 6. BRAND NAMES

Where brand names and model numbers are used in Request for Quotation and articles are identified by a "Brand Name or Equal" description, such reference is not intended to be restrictive but is for the sole purpose of identifying and indicating to bidders a description of the articles required. Bids on substitute items will be considered, provided the bid clearly describes the substitute items and they are equal in quality, utility and performance.

### 7. RIGHT TO REJECT

City reserves the right to reject any and all bids, to waive any technicalities and informalities, and to accept or reject any or all parts of the bid.

### 8. SAMPLES

Samples of items, when requested or required for evaluation, must be furnished free of charge to the City. Samples not destroyed will, upon request, be returned at the bidder's expense. If no request is received by the City from the bidder within 30 days after receipt of samples, the City will dispose of the samples.

### 9. STATE AND LOCAL CODES, LAWS, ETC.

- (a) All materials, equipment or supplies in the bid shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety and all laws and ordinances applicable thereto.
- (b) All electrical, radio and electronic equipment, materials, supplies and accessories must bear the seal of approval of the Underwriters Laboratories, Inc. or the Electrical Testing Laboratories of the City of Los Angeles. Where seals of approval are not visible, a signed statement of such approval shall be furnished to the City, if so requested by the City.
- (c) Suppliers shall have valid City and State licenses.
- (d) Supplier shall comply with all rules, regulations, laws, and ordinances of any federal, state, or local entity having jurisdiction over the goods or services provided by that Supplier.
- (e) All materials, supplies and equipment in these specifications, where applicable, shall comply with the Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations.

### 10. SUPPLIER CONDITIONS AND RESPONSIBILITIES

- (a) If Supplier fails to comply with the Purchase Order, the City may cancel the Purchase Order, procure the materials, equipment or supplies from other sources, or have the work performed by others, and Supplier shall pay to City the difference between the price specified in the Purchase Order and the actual cost to City. If any money is due to Supplier, City may deduct the loss sustained by City from the money due and pay balance, if any, to Supplier.
- (b) Supplier shall pay cost of inspection of deliveries or offers for delivery, which do not meet specifications.
- (c) Supplier will not be held liable for failure or delay in fulfillment if hindered or prevented by a cause beyond Supplier's control. Bankruptcy or financial difficulties are not causes beyond Supplier's control.

### 11. PAYMENT

- (a) Payment terms are Net/30 unless bidder quotes otherwise.
- (b) Partial payment may be made upon receipt of invoice by City Accounting Division.
- (c) Payments are made in due course of payments of City, after the first of each month, for actual quantities furnished and delivered during the previous month and accepted by City.

### 12. PUBLIC WORK

In the performance of public work under any Purchase Order, the Supplier shall:

- (a) Comply with the provisions of Standard Specification for Public Works Construction, latest edition, and City of Long Beach amendments thereto.
- (b) Obtain a license from the Commercial Services Bureau, pursuant to Section 3.80.210 of the Long Beach Municipal Code, if required.
- (c) Furnish a Labor and Material Bond for 100 percent of the amount of the Purchase Order when the Purchase Order is over \$25,000 or required by City Purchasing Agent.
- (d) Furnish a certificate showing Supplier has complied with the California Workers' Compensation laws.
- (e) Furnish comprehensive general liability and property damage insurance, as required by the Purchase Order, before commencing work, and naming the CITY, ITS OFFICIALS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED.

### 13. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION

Supplier shall comply with all requirements of California Fair Employment Practice Commission in its performance hereunder.

### 14. CANCELLATIONS

Failure to comply with terms and conditions stated on reverse side hereof may be cause for cancellation of Purchase Order without notice.

### 15. SUBCONTRACTOR

Bidder shall list the name and location of the place of business of each Subcontractor who will perform work, labor, or services for the bidder, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with bidder's cost proposal.

### 16. NEEDS AND REQUIREMENTS

City's purchases are based on its actual needs and requirements. Any quantities shown on the bid sheet are only estimates or are shown to allow bidding based on quantity discounts. By submitting a bid, bidder acknowledges and agrees that City is not committed to buying all or any of the quantities shown on the bid.

# HUMAN RESOURCE MANAGEMENT TRANSACTION CITY OF LONG BEACH

**HR-1**

SOCIAL SECURITY		MDI	FROM NAME (LAST, FIRST, MIDDLE)				REQ NO		DATE PREPARED			
			TO						EFF DATE			
FROM	STAT		EFF		COMM							
TO	STAT		EFF		COMM							
FROM	POS TYPE		LOA START		END		TERM					
TO	POS TYPE		LOA START		END		TERM					
FROM	POS TYPE EFF		PERS EFF		WORK SCH		HOL SCH					
TO					WORK SCH		HOL SCH					
FROM	COMP		EFF		BASE		ADJ		Y-RATE			
TO	COMP		EFF		BASE				Y-RATE			
ADJ TYPE			ADJ AMOUNT		ADJ TYPE			ADJ AMOUNT		ADJ TYPE		
FROM					FROM					FROM		
TO					TO					TO		
FROM					FROM					FROM		
TO					TO					TO		
FROM	POS		EFF		POS #		EMP STAT					
TO	POS		EFF		POS #		EMP STAT					
FROM	OCCUP				RANGE	STEP	SECTION				GROU	
TO	OCCUP				RANGE	STEP	SECTION				GROU	
FROM	DEPT	BUR	DIV						SUPV			
TO	DEPT	BUR	DIV						SUPV			
FROM	FLSA	BENEFIT GRP	UNIT	SVC TYPE		PERS COV GRP						
TO				SVC TYPE								

**PERSONAL INFORMATION**

EXPLANATION OF ACTION (AUTHORIZATION, JUSTIFICATION, LEGAL, REFERENCE, ETC.)

Sample  
HR-1 form

**APPOINTING AUTHORITY APPROVAL  
BOARD / COMMISSION**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**ACQUIRING DEPARTMENT TRANSFER**

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ORIGINATING DEPT APPROVAL		HUMAN RESOURCES APPROVAL		CIVIL SERVICE APPROVAL		EMPLOYEE	
BY: _____		BY: _____ DATE: _____		BY: _____		EMPLOYEE SIGNATURE: _____	
TITLE: _____		PROCESSED BY: _____					
DATE: _____		DATE ENTERED ON LINE: _____		DATE: _____		DATE: _____	

HUMAN RESOURCES: WHITE    CENTRAL PAYROLL: CANARY    CITY AUDITOR: BLUE    DEPARTMENT: PINK    EMPLOYEE: GREEN    CIVIL SERVICE: GOLDENROD